

BILLY BROWN HOOVER AND LADY RUTH H. HOOVER TRUST

This TRUST AGREEMENT is made and entered into this 7th day of November, 1991, by and between BILLY BROWN HOOVER and LADY RUTH H. HOOVER (hereinafter collectively referred to as the "Grantor") and BILLY BROWN HOOVER and LADY RUTH H. HOOVER, as TRUSTEES (hereinafter collectively referred to as the "Trustee"),

W-I-T-N-E-S-S-E-T-H:

In consideration of the promises and covenants herein contained, it is agreed as follows:

1. Name of Trust. For purposes of identification, this Trust shall be known as the "Billy Brown Hoover and Lady Ruth H. Hoover Trust".

2. Principal of the Trust. The Grantor does hereby assign and convey to the Trustee the property described in Schedule A, attached hereto and incorporated herein by reference, to be held IN TRUST by the Trustee for the uses and purposes and subject to the terms and conditions of this Trust Agreement.

Upon receipt of the property described in Schedule A and upon receipt of any additions to the Trust pursuant to section 3, the Trustee shall establish an undivided separate share for Billy Brown Hoover equal to fifty percent (50%) of the property received and an undivided separate share for Lady Ruth H. Hoover equal to fifty percent (50%) of the property received.

Nov 14 12 57 PM '97

BK 76 PG 1
W.E. DAVIS CH. CLK.

Prepared by and return to:
N. MS Title & Escrow, LLC
Hugh H. Armistead, Attorney
P. O. Box 609
Olive Branch, MS 38654
(601) 895-4844

3. Additions to Trust. The Grantor or any other person may increase the trust principal by delivering property to the Trustee, or by having the proceeds of insurance policies or other death benefits made payable to the Trustee, or by bequest or devise by Will. Such additions to the trust estate shall be identified on a schedule or schedules annexed hereto and shall be held, administered and disposed of by the Trustee in accordance with the provisions of this Trust Agreement without the execution of any further instrument or declaration.

4. Distribution of Income and Principal. After the payment of all reasonable and necessary expenses incurred in the management of the Trust, the Trustee is authorized to distribute to or apply for the benefit of the Grantor, so much of the net income and principal of the Trust as in the Trustee's absolute discretion deems appropriate. The exercise of this power by the Trustee is within his sole discretion and he may accumulate the annual net income of the Trust to be added to the principal to whatever extent and in whatever amounts that the Trustee deems appropriate.

Prior to the termination of this Trust, it is the Grantor's desire, but not direction, that the income and principal of this Trust so distributed or applied as provided above, be distributed to or applied primarily for the benefit and general welfare of the Grantor, so as to enable the Grantor to maintain insofar as is possible the standard of living to which the Grantor has been accustomed, taking into consideration all other income and cash

resources available to the Grantor for such purposes from all sources, including federal and state government programs.

Any increase in federal or state estate taxes or administration expenses in the Grantor's estate caused by the inclusion of this Trust in the gross estate for tax purposes shall be paid out of the Trust. A written statement executed by the Grantor's executor or administrator of the amounts thus payable may be accepted by the Trustee as correct.

5. Distribution of Separate Share on First Death. Upon the death of Billy Brown Hoover or Lady Ruth H. Hoover, the Trustee shall divide the deceased spouse's separate share of the Trust into two separate trusts as follows:

(a) Marital Deduction Trust. A distribution shall be made to this Trust of an amount equal to the excess, if any, of the deceased spouse's taxable estate (computed without any marital deduction) plus the amount of the deceased spouse's adjusted taxable gifts, over the exemption equivalent of the then applicable unified credit against estate tax, said excess being reduced by the aggregate value (using federal estate tax values, as finally determined) of all property and interests in property included in the deceased spouse's gross estate which qualifies for the federal estate tax marital deduction and which pass or have passed in a form which qualifies for such marital deduction from the deceased spouse to the surviving spouse pursuant to Will, by operation of law, pursuant to contract or otherwise than by this provision.

The words "adjusted taxable gifts", "gross estate", "marital deduction", "pass or have passed", "taxable estate" and "unified credit against estate tax" shall have the same meanings as such words have under the Internal Revenue Code provisions applicable to the deceased spouse's estate, and the composition and value of the deceased spouse's gross estate shall be as finally determined for federal estate tax purposes. The "exemption equivalent of the then applicable unified credit against estate tax" is currently \$600,000.00.

The Trustee is authorized to satisfy this distribution wholly or partly in cash or kind, and, except as otherwise provided below, shall have absolute discretion in selecting the assets to be distributed. Only assets that qualify for the marital deduction shall be available for selection by the Trustee in the fulfillment of this distribution. Each asset selected by the Trustee to be distributed in kind for the purpose of satisfying the amount of this distribution to the surviving spouse shall be valued for such purposes at the lower of:

(i) its fair market value at the time of distribution, or (ii) its value for federal estate tax purposes, except that any properties so distributed which constitute income in respect of a decedent shall be valued under (i) in any event.

Although the deceased spouse's intent in directing this method of valuation for distributions in kind in satisfaction of a pecuniary bequest is to eliminate any recognition of gain

with respect to appreciated assets available for distribution, it also has the result of qualifying the marital deduction for estate tax purposes. In other words, the aggregate fair market value at the date or dates of distribution of the property received by the surviving spouse shall in no event be less than the amount of the distribution as finally determined for federal estate tax purposes.

Furthermore, the deceased spouse requests (but does not direct) that with respect to any distribution made to the surviving spouse in kind, it be made with assets having date-of-distribution values which do not exceed (or exceed by the smallest amount possible) their value for purposes of Chapter 11 of the Internal Revenue Code.

In the event the surviving spouse shall elect to disclaim any interest directed to be distributed pursuant to this section 5(a), such disclaimed interest shall pass in the manner hereinafter set forth in section 5(b) and shall be subject to the terms and conditions thereunder.

(b) Nonmarital Deduction Trust. A distribution will be made to this Trust of an amount equal to the deceased spouse's separate share after deducting the amount allocated to the Marital Deduction Trust as calculated under section 5(a) and deducting the amount allocated to the family trust pursuant to section 1.3 of the deceased spouse's Last Will and Testament.

(c) Distribution of Income and Principal of Marital Deduction Trust. All of the net income of the Marital

Deduction Trust shall be distributed, at such times as the Trustee shall determine but at least annually, to or for the benefit of the surviving spouse for the remainder of the surviving spouse's life. Any income accrued, but undistributed, as of the date of the surviving spouse's death shall be paid to the surviving spouse's estate. Notwithstanding anything provided to the contrary in this Trust, the surviving spouse shall have the power at any time and from time to time to compel the Trustee of this Trust to convert forthwith any non-income producing property held at any time in this Trust to income producing property by delivering to the Trustee a written direction to that effect.

In the event that all funds available to the surviving spouse shall be insufficient to provide for the surviving spouse's health, education, maintenance and support in keeping with the standard of living to which the surviving spouse has become accustomed, the trustee is authorized to distribute to or for the benefit of the surviving spouse such amounts from the principal of the trust as are necessary for the surviving spouse's health, education, maintenance and support in keeping with the standard of living to which the surviving spouse has become accustomed.

The surviving spouse is authorized to withdraw from the principal of this trust such additional amounts as the surviving spouse may request, provided that such distributions from the principal of this trust shall not exceed in any

calendar year the greater of \$5,000.00 or 5% of the value of the principal of this trust at the beginning of the calendar year. This right of withdrawal by the surviving spouse shall not be cumulative from year to year.

This Trust shall terminate upon the surviving spouse's death. Upon such termination, the remaining assets of the Marital Deduction Trust shall be distributed pursuant to the provisions of Section 6 of the Billy Brown Hoover and Lady Ruth H. Hoover Trust.

(d) Distribution of Income and Principal of Nonmarital Deduction Trust. After the payment of all reasonable and necessary expenses incurred in the management of the Nonmarital Deduction Trust, the Trustee shall distribute at least annually the net income of the trust to or for the benefit of the surviving spouse for the remainder of the surviving spouse's life.

In the event that all funds available to the surviving spouse shall be insufficient to provide for the surviving spouse's health, education, maintenance and support in keeping with the standard of living to which the surviving spouse has become accustomed, the trustee is authorized to distribute to or for the benefit of the surviving spouse such amounts from the principal of the trust as are necessary for the surviving spouse's health, education, maintenance and support in keeping with the standard of living to which the surviving spouse has become accustomed.

The surviving spouse is authorized to withdraw from the principal of this trust such additional amounts as the surviving spouse may request, provided that such distributions from the principal of this trust shall not exceed in any calendar year the greater of \$5,000.00 or 5% of the value of the principal of this trust at the beginning of the calendar year. This right of withdrawal by the surviving spouse shall not be cumulative from year to year.

The trustee is authorized to distribute to or apply for the benefit of any or all of the Grantor's children or their issue, without being required to observe any precept or rule of equality, so much of the principal of this trust as in the trustee's absolute discretion may be necessary or advisable for the health, education, maintenance and support of the Grantor's children or their issue. Such distributions of principal made by the trustee to or for the benefit of a Grantor's child or their issue shall not be charged against the share to be distributed upon the termination of this trust.

This Trust shall terminate upon the surviving spouse's death. Upon such termination, the remaining assets of the Trust shall be distributed pursuant to the provisions of section 6 of the Billy Brown Hoover and Lady Ruth H. Hoover Trust.

(e) Administrative Provisions. Sections 10, 11, 12, 13, 14, 16, 17 and 18 of the Billy Brown Hoover and Lady Ruth H.

Hoover Trust shall apply to the Marital Deduction Trust and the Nonmarital Deduction Trust.

6. Termination of Trust. Following the death of Billy Brown Hoover and Lady Ruth H. Hoover, the Trustee shall divide the remaining assets of the Trust into three (3) equal shares to be distributed as follows:

A. In the event that the Grantor's son, CHRISTOPHER NORRIS HOOVER, is alive at the termination of this Trust, then one share shall be distributed to the trustee hereinafter named (this trust shall be known as the Christopher Norris Hoover Trust), to be held IN TRUST for the uses and purposes and subject to the terms and conditions as provided in section 7. If the Grantor's son is not alive at the termination of this Trust, then this share shall be distributed to his children, per stirpes, or if he has no issue, this share shall be distributed one-half ($\frac{1}{2}$) as provided in subsection 6(B) and one-half ($\frac{1}{2}$) as provided in subsection 6(C).

B. In the event that the Grantor's daughter, BILLYE RUTH HOOVER COOK, is alive at the termination of the Trust, then one share shall be distributed to the trustee hereinafter named (this trust shall be known as the Billye Ruth Hoover Cook Trust), to be held IN TRUST for the uses and purposes and subject to the terms and conditions as provided in section 8. If the Grantor's daughter is not alive at the termination of this Trust, then this share shall be distributed to her children, per stirpes, or if she has no issue, this share

shall be distributed one-half ($\frac{1}{2}$) as provided in subsection 6(A) and one-half ($\frac{1}{2}$) as provided in subsection 6(C).

C. In the event that the Grantor's son, MARK DABNEY HOOVER, is alive at the termination of this Trust, then one share shall be distributed to the trustee hereinafter named (this trust shall be known as the Mark Dabney Hoover Trust), to be held IN TRUST for the uses and purposes and subject to the terms and conditions as provided in section 9. If the Grantor's son is not alive at the termination of this Trust, then this share shall be distributed to his children, per stirpes, or if he has no issue, this share shall be distributed one-half ($\frac{1}{2}$) as provided in subsection 6(A) and one-half ($\frac{1}{2}$) as provided in subsection 6(B).

Should all of the Grantor's children and their issue die prior to the distribution of all of the assets of any trust created herein, then the remaining assets of the trust shall be distributed equally to be used as a permanent endowment for each of the following:

1. Cistercian Preparatory School of Irving, Texas.
2. Irving Community Hospital of Irving, Texas.
3. University of Mississippi, Oxford Campus.

7. Christopher Norris Hoover. The terms and conditions of the Christopher Norris Hoover Trust are as follows:

A. Distribution of Income and Principal. After the payment of all reasonable and necessary expenses incurred in the management of the trust, the trustee shall distribute at

least annually the net income of the trust to or for the benefit of the Grantor's son for the remainder of his life.

In the event that all funds available to the Grantor's son shall be insufficient to provide for his health, education, maintenance and support in keeping with the standard of living to which he has become accustomed, the trustee is authorized to distribute to or for the benefit of him such amounts from the principal of the trust as are necessary for his health, education, maintenance and support in keeping with the standard of living to which he has become accustomed.

The Grantor's son is authorized to withdraw from the principal of this trust such additional amounts as he may request, provided that such distributions from the principal of this trust shall not exceed in any calendar year the greater of \$5,000.00 or 5% of the value of the principal of this trust at the beginning of the calendar year. This right of withdrawal by the Grantor's son shall not be cumulative from year to year.

The trustee is authorized to distribute to or apply for the benefit of any or all of the Grantor's son's children or their issue, without being required to observe any precept or rule of equality, so much of the principal of this trust as in the trustee's absolute discretion may be necessary or advisable for the health, education, maintenance and support of his children or their issue. Such distributions of principal made by the trustee to or for the benefit of his children or his

issue shall not be charged against the share to be distributed upon the termination of this trust.

B. Termination of Trust. This trust shall terminate upon the Grantor's son's death, at which time the remaining assets of this trust shall be distributed to or for the benefit of such of his issue as he may, by specific reference hereto, appoint in his Last Will and Testament. In partial or complete default of an effective exercise of this special power of appointment, then the remaining assets of this trust shall be distributed to the Grantor's son's children, share and share alike, per stirpes.

C. Trustee. The Grantor's son, CHRISTOPHER NORRIS HOOVER, shall serve as the trustee of this trust. The trustee shall have the same authority as the Trustee of the Billy Brown Hoover and Lady Ruth H. Hoover Trust.

8. Billye Ruth Hoover Cook. The terms and conditions of the Billye Ruth Hoover Cook Trust are as follows:

A. Distribution of Income and Principal. After the payment of all reasonable and necessary expenses incurred in the management of the trust, the trustee shall distribute at least annually the net income of the trust to or for the benefit of the Grantor's daughter for the remainder of her life.

In the event that all funds available to the Grantor's daughter shall be insufficient to provide for her health, education, maintenance and support in keeping with the

standard of living to which she has become accustomed, the trustee is authorized to distribute to or for the benefit of her such amounts from the principal of the trust as are necessary for her health, education, maintenance and support in keeping with the standard of living to which she has become accustomed.

The Grantor's daughter is authorized to withdraw from the principal of this trust such additional amounts as she may request, provided that such distributions from the principal of this trust shall not exceed in any calendar year the greater of \$5,000.00 or 5% of the value of the principal of this trust at the beginning of the calendar year. This right of withdrawal by the Grantor's daughter shall not be cumulative from year to year.

The trustee is authorized to distribute to or apply for the benefit of any or all of the Grantor's daughter's children or their issue, without being required to observe any precept or rule of equality, so much of the principal of this trust as in the trustee's absolute discretion may be necessary or advisable for the health, education, maintenance and support of her children or their issue. Such distributions of principal made by the trustee to or for the benefit of her children or their issue shall not be charged against the share to be distributed upon the termination of this trust.

B. Termination of Trust. This trust shall terminate upon the Grantor's daughter's death, at which time the

remaining assets of this trust shall be distributed to or for the benefit of such of her issue as my daughter may, by specific reference hereto, appoint in her Last Will and Testament. In partial or complete default of an effective exercise of this special power of appointment, then the remaining assets of this trust shall be distributed to the Grantor's daughter's children, share and share alike, per stirpes.

C. Trustee. The Grantor's daughter, BILLYE RUTH HOOVER COOK, shall serve as the trustee of this trust. The trustee shall have the same authority as the Trustee of the Billy Brown Hoover and Lady Ruth H. Hoover Trust.

9. Mark Dabney Hoover. The terms and conditions of the Mark Dabney Hoover Trust are as follows:

A. Distribution of Income and Principal. After the payment of all reasonable and necessary expenses incurred in the management of the trust, the trustee shall distribute at least annually the net income of the trust to or for the benefit of the Grantor's son for the remainder of his life.

In the event that all funds available to the Grantor's son shall be insufficient to provide for his health, education, maintenance and support in keeping with the standard of living to which he has become accustomed, the trustee is authorized to distribute to or for the benefit of him such amounts from the principal of the trust as are necessary for

his health, education, maintenance and support in keeping with the standard of living to which he has become accustomed.

The Grantor's son is authorized to withdraw from the principal of this trust such additional amounts as he may request, provided that such distributions from the principal of this trust shall not exceed in any calendar year the greater of \$5,000.00 or 5% of the value of the principal of this trust at the beginning of the calendar year. This right of withdrawal by the Grantor's son shall not be cumulative from year to year.

The trustee is authorized to distribute to or apply for the benefit of any or all of the Grantor's son's children or their issue, without being required to observe any precept or rule of equality, so much of the principal of this trust as in the trustee's absolute discretion may be necessary or advisable for the health, education, maintenance and support of his children or their issue. Such distributions of principal made by the trustee to or for the benefit of his children or his issue shall not be charged against the share to be distributed upon the termination of this trust.

B. Termination of Trust. This trust shall terminate upon the Grantor's son's death, at which time the remaining assets of this trust shall be distributed to or for the benefit of such of his issue as he may, by specific reference hereto, appoint in his Last Will and Testament. In partial or complete default of an effective exercise of this special

power of appointment, then the remaining assets of this trust shall be distributed to the Grantor's son's children, share and share alike, per stirpes.

C. Trustee. The Grantor's son, MARK DABNEY HOOVER, shall serve as the trustee of this trust. The trustee shall have the same authority as the Trustee of the Billy Brown Hoover and Lady Ruth H. Hoover Trust.

10. Age Requirement or Disability. If any person has not attained the age of twenty-five (25) years, or if any person who is, in the trustee's opinion, disabled because of advanced age, illness or other cause when he or she becomes entitled to any distribution pursuant to this Trust or any trust created herein, then his or her separate share shall be held IN TRUST for the uses and purposes and subject to the terms and conditions hereinafter set forth:

A. Distribution of Income and Principal. After the payment of all reasonable and necessary expenses incurred in the management of the trust, the trustee is authorized to distribute to or apply for the benefit of such beneficiary, so much of the net income and principal of his or her separate share of the trust as in the trustee's absolute discretion deems appropriate. The exercise of this power by the trustee is within his sole discretion and he may accumulate the annual net income of each beneficiary's separate share of the trust to be added to such beneficiary's principal to whatever extent and in whatever amounts that the trustee deems appropriate.

Prior to the termination of this trust, it is my desire but not my direction, that the income and principal of each separate share of this trust so distributed or applied as provided above, be distributed to or applied primarily for the health, education, maintenance and support of each beneficiary. To this end, it is my desire that each beneficiary be provided a standard of living which is similar to the standard of living that is being enjoyed by their peers.

For the guidance of the trustee, I direct that all beneficiaries need not be treated the same; that one or more of the beneficiaries may be wholly excluded from any or all periodic distributions; and that the pattern followed in one distribution need not be followed in others.

B. Termination of Trust. When such beneficiary has attained twenty-five (25) years of age, or upon his or her death prior to attaining the age of twenty-five (25) years, or if a disabled person when he or she, in my trustee's opinion, becomes free of such disability, this trust shall terminate as to his or her separate share, and the remaining principal and accumulated income of his or her separate share shall be distributed to such beneficiary, if living, otherwise to his or her issue, per stirpes, or if no issue, to his brothers and sisters, per stirpes.

11. Rule Against Perpetuities. Notwithstanding anything contained herein to the contrary, each Trust created herein shall terminate at the expiration of the maximum period allowed by law

for the duration of a trust, in which case each beneficiary for whom any property is primarily held hereunder in trust shall receive his respective property outright free of trust.

12. Spendthrift Provisions. The interest, or any part thereof, of any beneficiary in the income or principal of any Trust created herein shall not be subject to sale, assignment, pledge or transfer by such beneficiary prior to the distribution of such income or principal to such beneficiary; nor shall such interest be liable for the debts of any such beneficiary, or be subject to attachment or to any judgment rendered against such beneficiary or to the process of any court in aid or execution of any judgment so rendered. This paragraph shall not be construed as restricting in any way the exercise of any power of appointment or withdrawal granted hereunder.

13. Trustee and Authority of Trustee. The Grantor hereby appoints BILLY BROWN HOOVER and LADY RUTH H. HOOVER, as the Trustee of this trust. The Trustee (of this Trust or any trust created herein) is charged with the custody, management and protection of all assets of the Trust. The Trustee may hold or sell and invest or reinvest all or any part of the Trust estate in any type of real or personal property, regardless of diversification or state laws concerning legal investments by trustees. In addition to the foregoing powers, the Trustee is hereby given all of the powers applicable to a trustee which are set forth in the Texas Trust Act, Title 9, §§101.001 (Supp. 1991) and 112.008 (1989), as amended from time to time, which sections are incorporated herein by reference.

The Trustee is authorized to employ, as an expense of administration, accountants, attorneys, investment advisors and other assistants. The Trustee shall not be liable to any beneficiary for having made any investment, unless the investment was made in bad faith.

The Trustee shall have the right to exercise any and all incidents of ownership in any policies of insurance owned by the Trust, including, but not limited to, the right to borrow on the policies, to surrender the policies for their cash surrender value, to assign the policies, to pledge the policies as collateral for a loan, and to designate the beneficiary or mode of settlement of the policies.

The Trustee is authorized to merge this Trust with any other inter vivos or testamentary trust created by the Grantor, if the terms of such trusts are then substantially similar and held for the primary benefit of the same beneficiaries. The Trustee is authorized in his discretion to commingle the trust principal of any separate trust shares established hereunder, allotting to each separate trust share an undivided interest in the commingled property, which undivided interest shall always be equal to the trust's proportionate contribution to the commingled property, as adjusted from time to time as a result of accumulations of income, payments of principal and additions to principal. The Trustee is authorized to make distributions of trust property in cash or in kind and to cause any trust share distributed hereunder to be

composed of cash or property different in kind from any other trust share. The valuation of the Trustee is to be conclusive.

The Trustee of any trust created hereunder is specifically authorized to make payments to a minor, whether the minor has or does not have a legal guardian, or to make payments to the minor's natural guardian, legal guardian or custodian of the person.

The Trustee shall not be required to give bond and shall not be required to render any accounting to, or be subject to the supervision of, any court. The Trustee shall not be personally liable for any losses incurred by the Trust for any reason other than fraud. The Trustee shall render an accounting of income and principal to each current income beneficiary of the Trust when requested to do so by the beneficiary.

Notwithstanding anything herein contained to the contrary, no power granted herein or accorded to Trustees generally, or pursuant to law, shall be construed to enable any person to purchase, exchange or otherwise deal with or dispose of the corpus or income of the trust for less than an adequate and full consideration of money or money's worth, or to enable any person to borrow the corpus or income of the trust, directly or indirectly, without adequate interest or security.

14. Persons Dealing With Trustee. No person dealing with a Trustee shall be obligated to see to the application of any money or other property paid or delivered to the Trustee, or to inquire into the authority or power of the Trustee, or into the expedience or propriety of any transaction consummated by the Trustee.

15. Trust to Become Irrevocable on Death or Disability. Each Grantor reserves the right, at any time and from time to time, by an instrument in writing delivered to the Trustee, to amend, modify, or revoke this Trust Agreement, in whole or in part with respect to his or her separate share. In case of revocation, the Trust estate, or that part thereof as to which the Trust may be revoked, shall be conveyed and delivered to such person or persons, and in such form as each Grantor may designate in the instrument of revocation.

Upon the death or disability of either Billy Brown Hoover or Lady Ruth H. Hoover, this Trust Agreement shall immediately become irrevocable and the Grantor shall have no right or power, whether alone or in conjunction with others, in whatever capacity, to modify, alter, amend or revoke this Trust Agreement, in whole or in part. Disability shall mean disabled because of advanced age, illness or other cause as determined by the Trustee.

16. Successor Trustee. The Trustee shall have the authority at any time to appoint a Co-Trustee or successor Trustee of this Trust. Should the Trustee become unable or unwilling to serve as Trustee, and should the Trustee fail to designate a successor Trustee, then those of the Grantor's children who are able and willing to serve shall serve as successor Trustee of this trust. No successor Trustee shall be obligated to examine the accounts and actions of any previous Trustee, nor shall any successor Trustee be responsible in any way for any acts or omissions of any prior Trustee.

17. Gender. As used throughout this Trust Agreement, the masculine shall include the feminine pronoun where applicable, and the terms "child", "children", "descendant" and "issue" shall include legally adopted persons.

18. Applicable Law. All questions pertaining to this Trust, its validity, construction and administration, shall be determined in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, this Trust Agreement is executed by the parties hereto on the date first above written.

Billy Brown Hoover
Billy Brown Hoover

Lady Ruth H. Hoover
Lady Ruth H. Hoover

GRANTOR

Billy Brown Hoover
Billy Brown Hoover

Lady Ruth H. Hoover
Lady Ruth H. Hoover

TRUSTEE

ACKNOWLEDGMENT

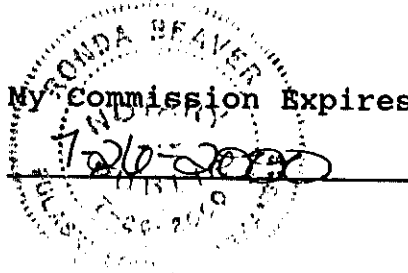
STATE OF ARKANSAS)
)
COUNTY OF PULASKI)

BE IT REMEMBERED, that on this day personally appeared before me, the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, Billy Brown Hoover and Lady Ruth H. Hoover, to me well known, and acknowledged to me that each had executed the foregoing instrument for the consideration and purposes therein set forth.

WITNESS my hand and seal this 7th day of November, 1991.

Donda Beaver
Notary Public

My Commission Expires:



BKM:dkc:4116

BILLY BROWN HOOVER and LADY RUTH H. HOOVER TRUST

Schedule A

The following listed property has been assigned and conveyed to BILLY BROWN HOOVER and LADY RUTH H. HOOVER, as TRUSTEE of the Billy Brown Hoover and Lady Ruth H. Hoover Trust dated the 7th day of November, 1991:

TRACT NO. 1:

That certain lot or parcel of land in the Town of Olive Branch, DeSoto County, Mississippi, on Section 27, Township 1, Range 6 West, described as follows:

Lot 4 in Block 6 of the Town of Olive Branch, Mississippi, as shown on the official plat of said town dated October, 1937, prepared by St. George Richardson, on file in the office of the Chancery Court Clerk of DeSoto County, Mississippi.

TRACT NO. 2:

Beginning at the northeast corner of Section 30; Township 1 South; Range 6 West; thence west 270.0 feet along the north line of said section to a concrete right of way marker in the west right of way of Highway 78 By-Pass; thence south 22°51' east 316.74 feet along the west right of way of said highway and the east line of the Acree tract to a concrete right of way marker; thence south 17°54' east 115.90 feet to a point in said right of way and the point of beginning of the following tract; thence south 84° 01' west 1616.14 feet along an existing fence line to the northeast corner of an existing 2.26 acre lot of the Hoover tract; thence south 6°00' east 580.86 feet along the east line of said lot and the east line of Blue Bird Subdivision to a point; thence north 83°54' east 1604.78 feet along an existing fence line to a concrete right of way marker, said point being 150.92 feet west of the centerline of Craft Road; thence north 16°18' west 142.55 feet along the west right of way of said highway to a concrete right of way marker; thence north 2°08' east 259.91 feet along said right of way to a concrete right of way marker; thence north along a curve in said right of way a distance of 179.78 feet to the point of beginning and containing 21.28 acres more or less.

Received the above-described property on this 7th day of
November, 1991.

Billy Brown Hoover

Billy Brown Hoover

TRUSTEE

Lady Ruth H. Hoover

Lady Ruth H. Hoover

TRUSTEE

BKM:rlb:K0630